

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into by and between the County of Lancaster, Nebraska, hereinafter referred to as "County" and the City of Lincoln, Nebraska, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 *et seq.* (Reissue 1997), permits units of local government in the State of Nebraska to cooperate with other localities on a basis of mutual advantage and thereby provide services in a manner that will best serve local communities; and

WHEREAS, the City and County are in need of the services of a receptionist for the City Council and the County Commissioners; and

WHEREAS, the City and County recognize that many of the services provided by the receptionist can benefit both parties; and

WHEREAS, the parties wish to share in the cost for the provision of the services.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows by the parties hereto:

1. Purpose: The purpose of this agreement is to provide the County and City with the services outlined in Attachment "A", which is attached hereto and incorporated by this reference. The City and County shall share in the cost of the services which shall include salary, benefits and space. The County shall hire one individual to meet the requirements and provide the services and duties as described in Attachment "A".

2. Term: The term of this agreement shall be one year from the date the agreement is fully executed. Thereafter the agreement shall be automatically renewable for three successive one year terms unless otherwise terminated pursuant to the terms of this agreement.

3. Payment: The County shall be reimbursed upon submission of documentation to the City that services have been provided under the terms of the agreement. The City shall make payment to the County within forty-five (45) days of the request for payment. The City agrees to pay twenty-five (25) percent of the cost of the salary and benefits for the services. The County shall be responsible for seventy-five (75) percent of the cost of the salary and benefits for the services. The City shall be responsible for half of the cost of rental space and remodeling for the location where the individual shall be located. The parties agree that they shall re-evaluate the percentage of costs for which the parties are responsible based upon the percentage of services each party receives.

4. Independent Contractor: It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the City shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the City. The City and the County shall be responsible to their respective employees for all salary and benefits, unless otherwise specifically required in this agreement. Neither the City's employees nor

the County's employees shall be entitled to any salary or wages from the other party or to any benefits made to their employees, including, but not limited to, overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. The County shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

5. Assignment: The parties agree that neither shall assign its duties and responsibilities under this Agreement without the express written permission of the other party.

6. Hold Harmless: Each party agrees to indemnify and hold harmless to the fullest extent allowed by law, the other party from and against any and all claims, damages, losses, and expenses (including attorneys' fees) arising out of or resulting from its acts and the acts of its agents and employees in performance of this agreement. Further, each party shall maintain a policy or policies of insurance sufficient in coverage and amount to pay any judgments or related expenses resulting from or in conjunction with any such claims. Each party agrees that it will be responsible for its own acts and omissions and the results of its own acts and omissions, and shall not be responsible for the acts or omissions of the other party. The parties agree to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to the Agreement, including acts or omissions by each party's own agents or employees related to this Agreement. Liability includes any claims, damages, losses, including civil rights liability and expenses (including attorneys' fees) arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever including any bodily injury, sickness, disease, property, including any resulting loss of use.

7. Severability: If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

8. Equal Employment Opportunity: In connection with the carrying out of the activities provided herein, the County and the City agree that neither shall discriminate against an employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, marital status or receipt of public assistance.

9. Termination: This Agreement may be terminated at any time by either party giving ninety (90) days written notice.

EXECUTED by the CITY Grantee this ____ day of _____, 2003.

CITY OF LINCOLN, NEBRASKA.

Witness

BY: _____

TITLE: _____

APPROVED AS TO FORM:

This ____ day of _____, 2003.

Assistant City Attorney
for DANA W. ROPER
City Attorney

EXECUTED by the COUNTY this ____ day of _____, 2003.

APPROVED AS TO FORM THIS
____ day of _____, 2003.

LANCASTER COUNTY, NEBRASKA

GARY E. LACEY
Lancaster County Attorney

BY: _____
BERNIE HEIER, Chairman
Lancaster County Board of Commissioners